

# County of Los Angeles COMMUNITY AND SENIOR SERVICES

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Enriching Lives Through Effective And Caring Service



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September 18, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

## COMMUNITY AND SENIOR SERVICES DEPARTMENT: APPROVAL TO EXECUTE MASTER AGREEMENTS FOR THE YOUTH PROGRAM SERVICES

#### **SUBJECT**

Community and Senior Services (CSS) seeks delegated authority to: 1) execute Master Agreements with forty-nine (49) agencies to provide Youth Program Services; 2) prepare, sign and execute future Agreements for Youth Program Services with additional contractors; 3) allocate funding to agencies based on the release and successful award of work orders for various youth programs; 4) execute amendments with the recommended service providers to exercise the option to extend the agreement as appropriate, increase agreements amounts, and make standard updates to terms and conditions, as necessary. The Youth Program provides integrated workforce services to atrisk/disadvantaged youth, foster care youth, CalWorks/TANF youth, General Relief, and Probation youth.

# IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of CSS, or designee, to establish a Youth Program Services Master Agreement list of pre-qualified contractors and to prepare, sign and execute a Youth Program Services Master Agreement (Master Agreement) with each of the forty-nine (49) pre-qualified contractors listed on Attachment A. Each Agreement for Youth Program Services will be effective on the date of execution by both parties through June 30, 2015 with the option to extend up to two (2) additional one (1) year periods, after County Counsel (Counsel) approval of the Master Agreements substantially similar as to form. Overall funding for these agencies is subject to the availability of funds each fiscal year, the agency's performance, and community needs.

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- 2. Delegate authority to the Director of CSS, or designee, to prepare, sign and execute future Agreements for Youth Program Services with additional contractors/agencies who submit Statements of Qualification after the initial cut-off date of May 2, 2012, provided that the contractors/agencies meet all minimum requirements and qualifications established through the Request for Statement of Qualifications (RFSQ) solicitation process, and to add these contractors to the Youth Program Services Master Agreement list, after the approval of Counsel as to form and notice to the Chief Executive Office.
- 3. Delegate authority to the Director of CSS, or designee, to allocate funding to agencies on the Master Agreement list based on the release and successful award of work orders for various youth programs, provided that CSS advises the Board in writing of the proposed contractor selections at least 30 days in advance of sending Notification of Award letters.
- 4. Delegate authority to the Director of CSS, or designee, to: 1) execute future amendments to the Master Agreement for Youth Program Services throughout the term effective upon execution by both parties through June 30, 2015, including exercising the option to extend the Master Agreement for Youth Program Services, as appropriate; 2) execute amendments to the Master Agreement for Youth Program Services throughout an exercised option-year; 3) make standard updates to the terms and condition of the Master Agreement for Youth Program Services; and 4) increase or decrease the agreement amounts in response to availability of funding and contractor performance as determined by CSS, which warrants an amendment, changes which affect the total available funds, and current community needs. Execution of amendments to an Agreement for Youth Program Services will be contingent upon the Director of CSS, or designee, provided that: (a) any increase does not exceed 10% of the total three (3) year maximum contract sum for each Contractor, and the total allocation does not exceed funding availability, (b) Counsel approval as to form is obtained; and (c) the Director of CSS, or designee, confirms in writing to your Board and the CEO within 10 days after such amendments have been executed.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Youth Program to provide integrated workforce services, including unsubsidized employment services, to eligible youth in Los Angeles County.

Performance Measures

The Youth Program's success will be measured on program specific requirements, as mandated by the funding source. These program requirements include, but are not limited to, placement in unsubsidized employment and workplace readiness.

# <u>Implementation of Strategic Plan Goals</u>

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

#### FISCAL IMPACT/FINANCING

There is no net County cost associated with the recommended actions.

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Approval of the Youth Program Services Master Agreements does not guarantee any contract amount or allocation of resources. Approval of the proposed actions provides CSS a list of qualified contractors who will be solicited, through the Work Order process, to provide Youth Program Services.

CSS will fund any services acquired through the Work Order process from funds within CSS' approved budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current youth contracts are scheduled to expire on June 30, 2013. Previously, when Requests for Proposals (RFPs) were released (as opposed to Requests for Statements of Qualifications (RFSQs), contracts with specific agencies were granted for multiple years for specific services (e.g. Workforce Investment Act [WIA] funded Youth or Adult or Dislocated Worker services programs). When new discretionary funding opportunities became available, CSS relied on its existing procured WIA contractors to provide any additional services since funding was short-term, making lengthy formal procurements unfeasible. Recognizing that this model negatively impacted the ability to increase community capacity, CSS decided to release an RFSQ instead of an RFP.

As you know, with an RFSQ, agencies must meet minimum requirements to receive a Master Agreement. Agencies that meet those requirements and ultimately execute Master Agreements will be contacted and informed of services required. Contractors responding to a Work Order would be selected based on their ability to provide the requested service at the lowest cost. Similar to how other County departments' (e.g. Internal Services Department and Department of Mental Health) Master Agreements operate, agreements with additional and/or new qualified providers may also be executed by CSS throughout the term of the Master Agreement, thereby increasing community capacity and ensuring a pool of qualified agencies to provide services, as needed.

Master Agreement contractors will provide pursuant to validly issued Work Orders during the contract term an array of youth services which may include, but are not limited to; tutoring, alternative secondary education, summer youth employment opportunities, paid/unpaid work experience, occupational skills training, leadership development opportunities, supportive services, adult mentoring, guidance and counseling, and twelve (12) months post program follow-up. The funding requirements or nature of the anticipated services satisfy exceptions permitting contracts which are exempt under the provisions of Proposition A under County Code Chapter 2.121.

Contractors will not be asked to perform services which will exceed the contract rates, scope of work, and Master Agreement term. Under the termination provisions of the Master Agreement, County may terminate any agreement with advance written notice to Contractor. In the event of termination of the Master Agreement, County may remove the agency from the Master Agreement list.

The CEO has approved the Master Agreement provisions for possible amendments to increase the contract amount for each contractor for up to 10% of each Contractor's maximum contract sum when the increase is necessitated by additional and necessary services and available funding. The scope of the delegated authority to amend the Master Agreement has been approved by County Counsel.

#### **CONTRACTING PROCESS**

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On March 30, 2012, CSS released an RFSQ to solicit Statements of Qualifications from agencies which can provide a variety of youth program services to eligible individuals in Los Angeles County. Prior to release, interest letters were sent to over 500 agencies notifying them of CSS' intent to release the RFSQ. CSS advertised the RFSQ in accordance with federal, State and County requirements. The notification of the release of the RFSQ was published in eight (8) local news publications (L.A. Times, San Gabriel Valley Tribune, Daily News, Watts Times, Long Beach Press, Torrance Daily Breeze, Antelope Valley Press, and Hoy), and was posted on both the CSS and the Internal Services Department websites.

A total of forty-nine (49) agencies, as noted in Attachment A, submitted Statements of Qualifications in response to the RFSQ. All forty-nine (49) agencies met the minimum qualifications set forth in the RFSQ, and are therefore recommended to receive Master Agreements.

The Master Agreement format has been approved as to form by County Counsel. CSS staff will continue to administer the agreements and ensure that required Master Agreement provisions and CSS policies are being followed.

The proposed Master Agreement for Youth Program Services is not subject to Proposition A due to:
1) the primary funding source that funds Youth Program Services (the Workforce Investment Act [WIA]) requires that community-based service providers be competitively procured; 2) the primary funding source (WIA) requires that entities with expertise in the methods, techniques and of workforce activities be given priority; and 3) the Youth Program services needed, and the funding sources' availability, are on an intermittent and unpredictable basis.

# Monitoring

Beginning with FY 2003-04, CSS contracted with the Auditor-Controller to conduct fiscal and contract compliance monitoring for all of its contracts. CSS is responsible for ensuring, through its resolution process that the reported monitoring findings are resolved and training is provided to contractors, if necessary, and/or program policies are developed.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will allow for workforce services to continue being provided to residents of Los Angeles County. Additionally, with CSS utilizing the Master Agreement and Work Order process to award funds, more agencies will be competing for funds, and therefore diversifying CSS' workforce service providers.

### **CONCLUSION**

Upon Board approval, please e-mail one copy of the adopted Board Letter to Ms. Carol Domingo at CDomingo@css.lacounty.gov. If you have any questions, Ms. Domingo may be reached at (213) 639-6339.

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Cynthia D. Banks

Respectfully submitted,

CYNTHIA D. BANKS

Director

CDB:jv

**Enclosures** 

c: Chief Executive Officer
County Counsel

Executive Officer, Board of Supervisors

## FISCAL YEAR 2012-15 YOUTH PROGRAMS PROPOSED CONTRACTORS

	Sup District ***		Sup District ***
AltaMed Health Services	1	Coalition of Mental Health Professionals, Inc.	2
AYE - Catholic Charities **	1	Community Career Development *	2
Career Partners **	1	Comprehensive Community Services **	2
Central City Neighborhood Partners	1	Los Angeles Urban League *	2
Chicana Service Action Center *	1	Managed Career Solutions, Inc. *	2
Community Development Department	1	Soledad Enrichment Action Agency	2
Door of Hope **	1	Watts Labor Community Action Center **	2
El Centro del Pueblo	1	Communities in Schools	3
Goodwill Industries of Southern California */**	1	Community Based Learning (UCLA)	3
Hub Cities Consortium */**	1	El Proyecto del Barrio	3
LA Works */**	1	Jewish Vocational Services */**	3
Los Angeles Unified School District	1	Los Angeles Gay and Lesbian Center	3
Maravilla Foundation **	1	Los Angeles Mission College *	3
Marriot Foundation (Bridges to Work)	1	Gang Alternative Program	4
Mexican American Opportunity Foundation **	1	Los Angeles County Office of Education **	4
Para Los Ninos	1	Toberman Neighborhood Center	4
Pomona Valley Youth Employment	1	Asian Youth Center	5
ResCare - dba Arbor Employment & Training	1	Glendale Youth Alliance	5
San Gabriel Valley Conservation Corp	1	Santa Anita Family Services	5
Southeast Area Social Services Funding Authori	1	YWCA of Pasadena	5
Special Services for Groups **	1	KRA Corporation ****	N/A
Youth Policy Institute	1		
Asian American Drug Abuse Program **	2		
Children's Collective	2		
Children's Institute	2		
City of Compton **	2		
City of Hawthorne - South Bay WIB	2		
City of LA Housing Authority	2		
			4 595-19

<sup>\*</sup> Existing WIA Adult/DW Providers

<sup>\*\*</sup> Existing WIA Youth Providers

<sup>\*\*\*</sup> Based on Agency headquarters address

<sup>\*\*\*\*</sup> KRA headquartered in Maryland